REMARKS

Claims 132-179 are currently pending in the instant application. The Examiner has rejected claims 132-179 under 35 U.S.C. 103. Claims 132, 145, 156, and 169 have been amended. Claims 140, 144, 151, 164, 168, and 175 have been cancelled. The Applicants submit that claims 132-139, 141-143, 145-150, 152-163, 165-167, 169-174, and 176-179 are in condition for allowance and respectfully request reconsideration and withdrawal of the rejections. No new matter has been entered by this amendment.

Rejections under 35 U.S.C. 103

Claims 132, 137-140, 142-144, 156, 161-164, and 166-168 are rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Harbert "Searching for .COM-ponents" (hereinafter "Harbert") in view of Press Release "DesignWin Upgrade Tackles Key OEM Supply Chain Management Issues (hereinafter "DesignWin") and U.S. Patent No. 6,167,385 to Hartley-Urquhart (hereinafter "HU").

Claims 132, 137-140, 142-144, 156, and 161-164, and 166-168 are rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Harbert in view of DesignWin and the Examiner's first hand knowledge as documented by Affidavit.

Claims 133-136, 141, 157-160, and 165 have been rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Harbert in view of DesignWin and either HU or the common knowledge documented by Examiner's Affidavit as applied above, and further in view of U.S. Patent No. 5,712,985 to Johnson et al. (hereinafter "Johnson").

Claims 145-155 and 169-179 have been rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Harbert in view of DesignWin and the common knowledge documented by the Examiner's Affidavit, and further in view of Johnson.

Claims 145-155 and 169-179 have been rejected under 35 U.S.C. 103(a) as being allegedly unpatentable over Harbert in view of DesignWin and HU, and further in view of Johnson.

Claims 140, 144, 151, 164, 168, and 175 have been cancelled. The Applicants traverse the rejections of claims 132-139, 141-143, 145-150, 152-163, 165-167, 169-174, and 176-179 for

at least the reasons presented herein.

For an obviousness rejection to be proper, the Examiner must meet the burden of establishing a prima facie case of obviousness. *In re Fine*, 5 U.S.P.Q.2d 1596, 1598 (Fed. Cir. 1988).

For an obviousness rejection to be proper, the Examiner must meet the burden of establishing that all elements of the invention are disclosed in the prior art; that the prior art relied upon, coupled with knowledge generally available in the art at the time of the invention, must contain some suggestion or incentive that would have motivated the skilled artisan to modify a reference or combined references; and that the proposed modification of the prior art must have had a reasonable expectation of success, determined from the vantage point of the skilled artisan at the time the invention was made. *In re Fine*, 5 U.S.P.Q.2d 1596, 1598 (Fed. Cir. 1988); *In Re Wilson*, 165 U.S.P.Q. 494, 496 (C.C.P.A. 1970).

Each of independent claims 132, 145, 156, and 169 has been amended to include features previously recited in what are now cancelled claims 140, 144, 151, 164, 168, and 175, respectively. In particular, claims 132, 145, 156, and 169 have been amended to recite, *inter alia*, "wherein said supply chain entity is a contract manufacturer, and the authorization includes an attachment comprising: guidelines for the contract manufacturer to follow, comprising: keeping pricing information confidential for a period of time; the authorization is restricted to part numbers provided with the authorization; and providing copies of purchase orders between the contract manufacturer and the component supplier to the buyer for tracking and reconciliation purposes; and a request to provide a production bill of materials that factors in revisions to the purchase prices of components that reflect the purchase price available to the buyer." These features are not found in any of the cited references, either alone or in combination.

Harbert relates to the topic of online sourcing and procurement of electronic components (page 1, paragraphs 1-2). This seven-page reference provides generalized statements regarding various procurement models and does not supply specific details as to any particular implementation or solution. HU simply teaches a financing arrangement implemented by a finance institution, to a supplier at the buyer's lower finance cost. Thus, the method of HU relates to the "financing" of goods and is not related to procurement functions (i.e., purchasing of

goods). HU specifically teaches "the buyer generates a purchase order for the goods which is forwarded to the supplier who in turn ships the goods to the buyer. The supplier sends an invoice to the buyer which stores the invoice data in a database. The financing institution electronically accesses the database to retrieve the daily invoices...then calculates the financing applicable to the shipped good and forwards a payment to the supplier" (Abstract). Moreover, HU generally discloses an authorization process (column 5, lines 22-40), but does not teach each of the authorization activities recited above with respect to Applicants' amended claims 132, 145, 156, and 169, namely "keeping pricing information confidential for a period of time; the authorization is restricted to part numbers provided with the authorization; and providing copies of purchase orders between the contract manufacturer and the component supplier to the buyer for tracking and reconciliation purposes; and a request to provide a production bill of materials that factors in revisions to the purchase prices of components that reflect the purchase price available to the buyer." DesignWin is relied upon for allegedly teaching tracking selected activities in a log. As neither Harbert, nor HU teach or render obvious the aforementioned amended features, the introduction of DesignWin, Johnson, and Examiner's Affidavit would not cure the deficiencies of Harbert and HU. For at least these reasons, the Applicants submit that claims 132, 145, 156, and 169 are patentably distinct from Harbert, DesignWin, HU, Johnson, and Examiner's Affidavit. Claims 133-139, 141-143, 146-150, 152-163, 165-167, 169-174, and 176-179 depend from what should be allowable base claims 132, 145, 156, and 169, respectively. For at least these reasons, claims 132-139, 141-143, 145-150, 152-163, 165-167, 169-174, and 176-179 are in condition for allowance. Reconsideration and withdrawal of the outstanding rejections is respectfully requested.

CONCLUSION

No new matter has been entered and no additional fees are believed to be required. However, if any fees are due with respect to this Response, please charge them to Deposit Account No. 06-1130.

Respectfully submitted,

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